

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2019-230-E

IN RE:

**Enrique McMilion, Jr.,
Complainant/Petitioner,**

v.

**Duke Energy Carolinas, LLC,
Defendant/Respondent.**

**Duke Energy Carolinas, LLC's
Motion to Dismiss Complaint**

Pursuant to S.C. Code Ann. § 58-27-1990, S.C. Code Ann. Regs. 103-829 and 103-352, and applicable South Carolina law, respondent, Duke Energy Carolinas, LLC (“DEC” or the “Company”) hereby moves the Public Service Commission of South Carolina (“Commission”) to dismiss the above-captioned matter on the merits because the Complaint fails to adequately allege any violation of a Commission-jurisdictional statute or regulation, and a hearing in this case is not necessary for the protection of substantial rights. The Company also requests that the filing deadlines for all parties and the hearing date be held in abeyance until this motion is resolved. In support of its motion, DEC shows the following:

BACKGROUND

On December 3, 2018, Mr. McMilion filed a complaint in Docket No. 2018-379-E making various constitutional arguments and requesting the installation of an analog meter. The Company filed a motion to dismiss the complaint on January 10, 2019, and thereafter filed testimony on

March 1, 2019. In Order No. 2019-427, issued on June 12, 2019, the Commission dismissed the complaint.

On June 18, 2019, Mr. McMilion filed a complaint in the instant proceeding indicating that he is unaware of the terms and conditions related to the smart meter serving his residence, and requesting the following: (1) replacement of his existing meter with an analog meter, (2) that service contracts be available for public viewing, and (3) that his meter be read only once every twenty-eight days.

As described in its October 10, 2016 filing in Docket No. 2016-354-E, the Company has been in the process of deploying Advance Metering Infrastructure (“AMI”) to its customers in South Carolina, which includes the deployment of smart meters. Customers who objected to the installation of a smart meter were temporarily bypassed during the deployment and have continued to be served by automatic meter reading (“AMR”) meters. AMR meters collect and transmit customers’ kWh usage via a low-power radio frequency signal (900 MHz radio frequency) that is read by equipment installed in the Company’s trucks as the meter readers drive by the location. As more smart meters are deployed, routes for reading AMR meters are being discontinued. For that reason, and to accommodate the limited number of customers concerns related to smart meter deployment, DEC proposed—and the Commission approved—the Manually Read Meter (“MRM”) Rider.

Under the MRM Rider, rather than electricity usage being communicated to the Company via radio frequency, the meter is instead read manually by a meter reader physically visiting the premises. As acknowledged in the Company’s application in Docket No. 2016-354-E, there are additional costs to provide this manual service under the MRM program, including initial setup

costs and ongoing costs related to reading the meter, and subscribing customers are required under the Commission-approved MRM Rider to pay those added costs.

ARGUMENT

DEC requests that the Complaint be dismissed pursuant to S.C. Code Ann. § 58-27-1990, which allows the Commission to dismiss a complaint if it determines that “a hearing is not necessary in the public interest or for the protection of substantial rights.” To the extent Mr. McMilion is concerned that the Company’s terms of service are not publicly available or that the Company is reading his meter more often than once per month, these issues are addressed below.

First, as explained in the Company’s motion to dismiss filed in Docket No. 2018-379-E, S.C. Code Ann. Reg. 103-320 requires that service “be measured by meters furnished by the electrical utility unless otherwise ordered by the commission” The Company no longer supports the use of analog electromechanical meters, and customers who oppose the installation of a smart meter have been informed of the availability of the MRM Rider. Mr. McMilion has been personally and repeatedly invited to enroll in the MRM Rider and has, thus far, failed to avail himself of that program.

Second, as for Mr. McMilion’s request that the applicable service contracts be available for public viewing, the terms governing the Company’s provision of electric service are available on the DEC subsection of the Commission’s eTariff platform: <https://etariff.psc.sc.gov/Organization/Detail/407>. Based on the Company’s records, Mr. McMilion originally requested electric service from DEC verbally over the telephone. The Company’s Service Regulations provide that “[w]hen the application or agreement is verbal, the Company’s applicable rate schedules, riders, and these Service Regulations will be effective in the same manner as if the Company’s standard form of application or agreement had been signed by the Customer and

accepted by the Company.” The Service Regulations are available online on the Commission’s eTariff website: <https://etariff.psc.sc.gov/Organization/TariffDetail/66?OrgId=407>. Although Mr. McMilion is not currently being served under the MRM Rider, the Company would note that DEC’s MRM Rider is also available on the Commission’s eTariff website: <https://etariff.psc.sc.gov/Organization/TariffDetail/287?OrgId=407>. The Residential Service schedule is also available on the Commission’s eTariff website: <https://etariff.psc.sc.gov/Organization/TariffDetail/108?OrgId=407>. For ease of reference, these tariffs are attached hereto.

Finally, referencing S.C. Code Ann. Regs. 103-321 (“Regulation 321”), Mr. McMilion requests that his meter be read only once every twenty-eight days. For billing purposes, consistent with this regulation, the Company reads meters only once per month. Further, under the MRM Rider, meters are only read once per month, and interval data is not collected during that monthly manual meter reading. It is true that the Company’s smart meters transmit electricity usage data to the Company on a more frequent basis than once monthly (i.e., “interval data”). This transmission of data, however, is not implicated by Regulation 321. The Company believes that the intent of Regulation 321 is to ensure that bills are rendered on an approximately monthly basis, i.e., every twenty-eight to thirty-four days. The Company does not believe that the intent of Regulation 321 is to prevent the transmission of electricity usage data on a more frequent basis than every twenty-eight days.

The transmission of electricity usage data via smart meters enables a host of features that benefit customers, as described in the Company’s motion to dismiss filed in the previous proceeding initiated by Mr. McMilion, Docket No. 2019-379-E. Such benefits include giving customers more information about how they use energy,¹ and laying the groundwork for programs

¹ Order No. 2016-791 at 1, Docket No. 2016-354-E (Nov. 17, 2016).

that allow customers to stay better informed during outages, control their due dates, avoid deposits, be reconnected faster, and better understand and take control of their energy usage, and ultimately, their bills.² Acknowledging the benefits of smart meters, the Commission has required that its regulated investor-owned electric utilities make smart meters available to all customers, as well as implement a communications plan to inform all customers of the availability and capabilities of smart meters, and how customers may use those capabilities to better manage their power requirements.³ Were the Commission to interpret Regulation 321 so as to preclude the transmission of electricity usage data on a more frequent basis than once per month, each of these benefits and, indeed, the very purpose of smart meters, would be eliminated. The Company believes that such an interpretation would lead to a plainly absurd result not intended by the Commission. Further, this issue is somewhat mooted by the fact that, should a customer have concerns about the Company's collection of interval data, the MRM Rider is an available alternative under which no interval data is retrieved. Instead, under the MRM Rider, a meter reader manually reads the kWh register number from the meter's visual display.

CONCLUSION

The Complaint filed in this proceeding fails to adequately allege any violation of a Commission-jurisdictional statute or regulation, and a hearing in this case is not necessary for the protection of substantial rights. Therefore, this matter should be dismissed.

WHEREFORE, DEC moves the Commission to dismiss the Complaint with prejudice, requests that the Commission hold the testimony deadlines for all parties and the hearing in

² Order No. 2016-489 at 2, Docket No. 2016-240-E (July 12, 2016).

³ Order No. 2007-618 at 4, Docket Nos. 2005-385-E and 2005-386-E (Aug. 30, 2007).

abeyance pending resolution of this motion; and requests such other relief as the Commission deems just and proper.

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Columbia, South Carolina
July 3, 2019

Foreword

The Service Regulations of the Company are filed with the Commission having jurisdiction over public utilities. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

Definitions

Duke Energy Carolinas, LLC is referred to herein as the "Company" and the user and prospective user is referred to as the "Customer" or "Consumer," these terms to be considered as synonymous. The Public Service Commission of South Carolina is referred to as the "Commission."

I.

Agreement

Electric service will be supplied under (a) the Company's standard form of application, service agreement, or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, unless otherwise specified in any particular rate schedule or contract on file with and approved by the Commission. The Company shall not be required to supply service unless and until such agreement is executed by the Customer and the Company. It is understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Company unless it is in writing and attached to and made a part of the agreement. However, when the requested supply of electricity is for residential use, or for nonresidential use under contracts of two thousand kilowatts (2000 kW) or less, and no additional charges are involved, the Customer's application or agreement may be verbal. When the application or agreement is verbal, the Company's applicable rate schedules, riders, and these Service Regulations will be effective in the same manner as if the Company's standard form of application or agreement had been signed by the Customer and accepted by the Company. A verbal service agreement shall be presumed when there is no written application by a Customer, if electricity supplied by the Company is used by the Customer or on the Customer's premises.

Cancellation of Agreement for Nonresidential Service at Customer's Request

Unless otherwise provided in the rate schedule and/or rider(s) under which the Customer is served, if the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.
- or
- (b) The loss due to early retirement ("LDER") of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement that will not be utilized by any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero.

Service Regulations (SC)
Duke Energy Carolinas, LLC

Electricity No. 4
South Carolina Second Revised Leaf Aa
Superseding South Carolina First Revised Leaf Aa

Agreement Personal

The rights of the Customer under the agreement are personal and shall not be transferred or assigned by the Customer without the written consent of the Company.

Service Used In Advance

If service is used by the Customer before the application or agreement is completed, the service shall be governed by these regulations and the appropriate rate schedule. The Company may discontinue service at any time upon failure or refusal of the Customer to complete the application or agreement and pay in full the amount due for service to that date.

Vacated Premises

The Customer will notify the Company before quitting or vacating the premises served under the agreement, and will pay upon presentation, all bills due, including any early termination charges, under all agreements.

II.

Deposit

Since an accumulation of unpaid bills would tend toward higher rates for all customers, the Company may require a deposit before beginning service or at any later time. The amount of the deposit and the interest paid on deposits will be in accordance with the Rules and Regulations of the Commission. The Company may require an increase or allow a decrease in the deposit if changes occur in the amount of bills rendered to the Customer. The Company may refund a deposit at any time. When service is discontinued, the Company will refund the deposit plus any accumulated interest, less any unpaid bills. Deposits shall cease to bear interest when service is discontinued and the Company has tendered or endeavored to tender to the Customer the amount due him.

Connection Charge

When the Company first supplies electricity under a metered rate schedule, the Customer shall pay the Company a connection charge of \$15.00. This charge shall become a part of the first bill rendered to the Customer for electricity supplied at such premises.

III.

Customer's Wiring and Equipment

Equipment which will operate in one location may not operate in another location due to difference in voltage, phase, or frequency of electric service. The Customer shall give the Company notice and shall determine type of service available at the premises before wiring or purchasing equipment. The Company may specify the voltage and type of electric service to be furnished, and may also specify the location of the meter and the point where the service connection shall be made.

All the Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise, the Company may refuse to connect service or may discontinue service to the Customer. The Customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Company.

Changes in Customer's Wiring and Equipment

The Customer shall not use any equipment, appliance or device, or permit the continuation of any condition which tends to create any hazard or otherwise adversely affect the Company's service to the Customer or other customers, without written consent of the Company. When polyphase service is used by any customer, the Customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The Customer shall give the Company reasonable notice in writing of any anticipated increase in demand exceeding 20 kW or ten percent (10%) of the former demand, whichever is greater. The notice shall state the approximate increase and date required. If the Company determines the unexpired term of the agreement is sufficient to justify the additional investment required, the Company will endeavor to provide additional capacity for any increase requested by the Customer within ninety (90) days of said notice.

The Company will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when the extension is permissible and feasible.

IV.

Access to Customer's Premises

The Company shall at all reasonable times have the right of ingress to and egress from the premises of the Customer for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

V.

Right Of Way

The Customer shall at all times furnish the Company a satisfactory and lawful right of way over his premises for the Company's lines and apparatus necessary or incidental to the furnishing of service. The Customer shall also furnish satisfactory shelter for meters and other apparatus of the Company installed on the premises, except where the Company elects to install such equipment outdoors.

The Company may change the location of the right of way upon request of the Customer, and may require the Customer to pay the cost of the change. The change will not be made where it will interfere with or jeopardize the Company's service, either to the Customer requesting the change, or to any other customer or customers. All privileges of the Company related to the original location shall apply to the new location.

The obligation of the Company to supply service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, without cost to the Company and the Company shall not be liable to the Customer for any failure to deliver service because of the Company's inability to secure or retain such right-of-way, privileges, franchises, or permits.

VI.

Transmission, Distribution, and Service Facilities

The Company's transmission, distribution, and service facilities will be installed above ground on poles towers, or other fixtures or underground; Distribution facilities will be installed in accordance with the Company's Distribution Line Extension Plan, as approved by the Commission.

The Company will require a contribution in aid of construction when the investment required to provide the requested facilities does not produce sufficient revenue to support the investment.

Service connections will be made as follows:

1. Where both the Company's lines and the Customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less:

The Company will extend its service conductors to the Customer's building, terminating them on the outside of the building at a location to be provided by the Customer and satisfactory to the Company for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Company.

The Customer will provide, install and own all self-contained meter sockets and current transformer enclosures, or the Customer may choose to provide and own a meter/switch enclosure (more commonly known as a house power panel). The Company will utilize and provide service through the Customer's meter/switch enclosure. The Company shall have exclusive control of and access to the metering installation under the following conditions:

- a. The meter/switch enclosure shall be in accordance with the Company's specifications.
- b. The wiring and connections are approved by the Company.
- c. The Customer agrees to allow the Company to open and inspect the meter/switch enclosure meter enclosure at any time.
- d. The Customer agrees to notify the Company and obtain permission before altering or performing maintenance inside the metering section of the meter/switch enclosure.

The Company will provide, own and install all poly-phase transformer-rated meter sockets.

For residential customers, the Company will provide, own and install all service risers and service laterals and will connect such risers and laterals to the line side terminals of the meter socket enclosure.

The Company will make the necessary connections from its service conductors to the Customers' entrance conductors.

2. Where both the Company's lines and the Customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the Customer's demand or any unusual character of the Customer's location requires the service agreement between the Company and the Customer to be made on one of the Company's long-form Electric Power Contracts, the Company will make the necessary connections from its service conductors to the Customer's entrance conductors as in Section 1 above if applicable, or as in Section 3 below if applicable. If neither Section 1 nor Section 3 is applicable, the connection shall be at a point to be agreed upon by the Company and the Customer.
3. When, in the Company's opinion, an individual transformer installation is necessary to serve the Customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Company may require the Customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation. If the Customer is unable to provide outdoor space for a ground-type transformer installation, then the Company may require the Customer to provide a transformer vault on his premises.
 - a. When the Customer provides space for a ground-type, substation installation using overhead conductors, the Company will also erect a structure outside of, and immediately adjacent to, the fence surrounding such transformer installation for purposes of connecting to the Customer's entrance conductors. The Company may require the Customer to provide at the connection point, main disconnecting switches which shall control all of the Customer's load other than the fire pump circuit, if any. In the event the substation space agreed upon is adjacent to one or more of the Customer's building walls, the Company will connect to the Customer's entrance conductors on an outside wall of the building.

- b. When the customer provides space for a ground-type, padmounted transformer installation using underground conductors, the Company will provide and install the transformer. The Customer will provide and install, to the Company's specifications, the concrete pad for the transformer installation. The point of connection with the Customer's entrance conductors will be at the secondary voltage terminals of the Company's transformer.
 - c. When the Customer provides a transformer vault, the vault shall be constructed in accordance with the Company's specifications, and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances. The location of the vault shall meet the Company's requirements for accessibility and ventilation. The Company will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable and secondary cable to the point of connection with the Customer's entrance conductors. The point of connection shall be 12 inches inside one of the walls of a submersible vault or will be at the secondary terminals of the transformer or the secondary bus in a dry vault. The Company will coordinate the transformer vault installation with its Distribution Line Extension Plan for the installation of the primary cable from the Customer's vault to the Company's existing distribution facilities.
4. With respect to any service, after a service connection has been made it may be changed by the Company upon request of the Customer. The Customer must pay the cost of the change, unless anticipated additional revenue resulting from new or increased load made possible by the change in the service is sufficient to support the investment to change the facilities. The change will not be made where it will interfere with or jeopardize the Company's service either to the Customer desiring the change or to any other customer or customers. Changes involving the conversion of overhead facilities to underground facilities are described in the Company's Distribution Line Extension Plan.

Ownership of Equipment

All conductors and conduits, inside work and equipment, switches, fuses, and circuit breakers, from the point of connection with the Company's service shall be installed and maintained by and at the expense of the Customer. All equipment furnished by the Company shall be and remain the property of the Company.

VII.

Meters

The Company will furnish all necessary meters. When a delivery point is changed from one location to another, all expenses in connection with relocation of the meter shall be paid by the Customer. The Company shall have the right, at its option, and at its own expense, to place demand meters, volt meters or other instruments on the premises of the Customer for the purpose of making tests with respect to the Customer's service.

Location of Meter

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the Customer's structure at a place which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

Where it is not practicable, in the Company's opinion, to locate the meter and any associated apparatus out-of-doors, the Customer shall provide a suitable indoor location which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

Failure or Inaccuracy of Meter

In case of the failure or inaccuracy of a meter, the Customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

Meter Tests

The Company will test the meter serving the Customer's premises under the provisions provided for in the Rules and Regulations of the Public Service Commission of South Carolina. When the Customer requests a meter test on a more frequent basis than that provided for in the Commission's rules, for each such additional test, a charge will be made to the Customer of \$30 for self-contained meters, and \$40 for all other meters.

VIII.

Meter Reading

Meters will be read and bills rendered monthly. Meter readings may be obtained manually on the customer's premises, or remotely using radio frequency or other automated meter reading technology. Billing statements will show the readings of the meter at the beginning and end of the billing period, except; however, when interval load data is used to determine the bill under certain rate schedules or riders, only the billing units may be shown.

Meters with a constant of one may be read to the nearest 10 kilowatt hours except in the case of initial or final bills. For purposes of establishing billing demand and minimum bills, the nearest whole kW may be used

Bills Due Where No Notice Received

Meters will be read and bills rendered monthly. The Company will endeavor to deliver to the Customer, by US mail, electronic mail or messenger, a monthly statement of the amount due the Company by the Customer.

All bills are due and payable on the date of the bill, during regular business hours, at the office of the Company. Bills for residential service are past due and delinquent on the twenty-fifth day after the date of the bill. Bills for nonresidential service are past due and delinquent on the fifteenth (15th) day after the date of the bill.

Failure to receive a statement which has been properly mailed or hand-delivered will not entitle the Customer to any delay in paying the amount due beyond the date when the bill is due and payable.

The word "month" as used herein, and as used in the rate schedules of the Company means the period of time between the regular meter readings by the Company. Readings are taken each month at intervals of approximately thirty (30) days.

Bills rendered for periods of less than 25 or more than 35 days as a result of rerouting of the Customer's account, and all initial and final bills rendered on a Customer's account will be prorated on the basis of a normal 30-day billing period; however, if an initial and final bill occur within the same billing month, no such proration will be made.

Meters with a constant of one may be read to the nearest 10 kilowatt hours except in the case of initial or final bills. For purposes of establishing billing demand and minimum bills, the nearest whole kW shall be used.

Where Meter Is Not Read

If, for any reason, a meter is not read at the regular reading time, the Company may estimate the amount of service used, and make any adjustment which may be necessary in the bill rendered when the meter is next read. Or, the Company may render the Customer a bill for a minimum charge, and credit the Customer for this charge when the meter is read and bills computed for thirty (30) day intervals.

Offsets Against Bills

No claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Adjustment of Billing Errors

In case of a billing error, the Customer's bill, for the appropriate portion of the period of such billing error, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

IX.

Responsibility Beyond Delivery Point

It is understood and agreed that the Company is merely a furnisher of electricity, deliverable at the point where it passes from the Company's wires to the service wires of the Customer, or through a divisional switch separating the Customer's wires and equipment from the Company's wires and equipment. The Company shall not be responsible for any damage or injury to the buildings, motors, apparatus, or other property of the Customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Company. The Company shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing or resulting in any manner, from the receiving or use of said electricity.

Interference With Company Property

The Customer shall not interfere with, or alter the Company's meters, seals, or other property, or permit the same to be done by others than the Company's authorized agent or employee. Damage caused or permitted by the Customer to said property shall be paid for by the Customer. When unauthorized use of electric service is discovered, the Company may discontinue service and the Customer shall be required to pay for the estimated unauthorized usage, the costs of inspection, investigation, and reconnection before service is restored.

X.

Resale Service

This contract is made and electricity is sold and delivered upon the express condition that the Customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, on a metered or unmetered basis, to any person, firm, corporation, tenant or lessee except where service is supplied under a contract specifically providing for resale. Neither the Customer, nor property owner, nor designated agent may install or maintain any meter for the purpose of rendering a bill for electric service.

Under no circumstances will the Company supply electricity for resale in competition with the Company.

Customer Generation and Foreign Electricity

The Customer shall not use the Company's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the Customer for use in conjunction with or as a supplement to the Company's electric service, without the written consent of the Company. Non-utility owned generation systems may be allowed to interconnect pursuant to the South Carolina Standard for Interconnecting Small Generation 100 kW or Less with Electric Power Systems as approved by the Public Service Commission of South Carolina, or the Company's own interconnection requirements, and upon entering into a contract for such service under an applicable rate schedule and/or rider.

XI.

Service Interruptions

The Company does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Company shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, single-phase condition, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

1. An emergency action due to an adverse condition or disturbance on the system of the Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
2. An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, Municipal, County or other public authority.
3. Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to Customers' premises would endanger persons or property.
4. It is expressly understood and agreed that the Company does not contract to furnish power for pumping water for extinguishing fires. In the event that the Consumer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the Consumer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire. It is expressly understood and agreed that the Company shall not, in any event, be liable to the Consumer, nor to any of the inhabitants of any municipal consumer nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to the act or omission of the Company or otherwise. It is the intention of the parties hereto that the Company shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by, or result from the failure of the Company to supply electric power to operate such or any pump or pumping apparatus or appliances.

XII.

Denial or Discontinuance of Service

The Company, subject to the rules of the Commission, shall have the right to suspend its service for repairs or other necessary work on its lines, or system. In addition, the Company shall have the right to deny, suspend, or discontinue its service as provided in the Rules and Regulations governing service supplied by electric systems in South Carolina.

Removal of Equipment

In the event discontinuance of service or expiration of contract, then it shall be lawful for the Company to remove its meters, apparatus, appliances, fixtures, or other property.

Waiver of Default

Any delay or omission on the part of the Company to exercise its right to discontinue or suspend service, or the acceptance of any part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the Customer shall continue, and whenever and as often as any default or breach of contract shall occur.

Reconnect Fee

In case of discontinuance of service for any reason except repairs or other necessary work by the Company, the Customer shall pay the Company a reconnect charge of \$15.00 before service will be restored.

Where the service has been discontinued for any reason except for repairs or other necessary work by the Company, the Company shall have the right to refuse service at the same premises to any other applicant who is a member of the family.

XIII.

Unavoidable Cessation of Consumption

In the event the Customer's premises is destroyed by fire, natural disaster; or other casualty, or the operation of its plant is shut down because of strike, fire, natural disaster or, other cause beyond the Customer's control, making a complete cessation of service, then upon written notice by the Customer to the Company within thirty (30) days thereafter, advising that the Customer intends to resume service as soon as possible, any minimum charge, or guarantee for which the Customer may be liable will be waived during the period of such cessation, and the contract shall be extended for a corresponding period. Otherwise, the agreement for service shall immediately terminate. When service has ceased under the described conditions, the Company shall have the right to (1) waive the collection of a deposit to reestablish service, (2) waive temporary service charges for temporary facilities or for reestablishment of service when such charges do not exceed a reasonable amount, (3) waive the collection of area lighting charges due to early termination of contract, and (4) waive the collection of a reconnection fee.

XIV.

Copies

Forms of application, service agreement, or contract, schedules of rates, riders, and copies of service regulations are available from the Company or from the Company's website. Forms of agreements and contracts are also available upon request.

XV.

Changes

All agreements and contracts for service between the Company and its customers, including the rate schedules, riders or other programs and these Service Regulations, are subject to such changes and modifications from time to time as approved by the Commission or otherwise imposed by lawful authority.

XVI.

Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

1. Residential Service

The residential rate schedules are applicable to an individual residence, condominium, mobile home, or individually-metered apartment. The residential rate schedules shall be applicable to only one meter serving an individual residence.

The residential rate schedules are available for a single unit providing permanent and independent living facilities complete for living, sleeping, eating, cooking and sanitation. If the structure does not meet the requirements of a dwelling unit, service will be provided on one of the general service rate schedules.

Outbuildings, garages, swimming pools, water pumps, and other uses which form a part of the general living establishment on the same property with a residence may be connected to the residential service meter, or they may be separately metered; such separately metered services shall be served on one of the general service rate schedules.

Individual meters shall be installed by the Company for each individual residence, condominium, mobile home, housekeeping apartment, or housekeeping unit for which a permit was issued or construction started after January 23, 1981 in accordance with Commission's Rules and Regulations which prohibit master metering. Exceptions must be approved by the Commission.

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping units may not be supplied through one meter on a residential rate schedule except as provided below:

Block Billing Under Residential Rate Schedules

If, for any reason, the wiring is so arranged by the Customer that rewiring for individual meters is not feasible, but a single meter must be used for two or more residences or units, then for billing purposes through this single meter, the Basic Facilities Charge and each kWh block of the rate schedule shall be multiplied by the number of residence units served.

2. Service to Mobile Home Parks, Recreational Parks, Portable Structures.

a. Mobile Home Parks

Each space designated for the parking of mobile homes will be served through a separate meter and billing will be in accordance with the applicable residential or general service rate schedule.

The Company will extend its conductors to groups of two or more spaces designated for the parking of mobile homes, and will provide and install at each delivery location a service structure on which its conductors are terminated and on which may be mounted the switch panels and wiring to accommodate a separate meter for each mobile home space. Otherwise, service connections will be the same as set forth in these Service Regulations VI, 1.

Energy used by the mobile home park in its office, service buildings, area lighting, water pumps, and other purposes connected with the operation of the park, including spaces designated for the overnight parking of mobile homes in transit or awaiting assignment to separately metered spaces available within the park, may be served through a single meter, and will be billed in accordance with the applicable general service rate schedule.

b. Recreational Parks and Campgrounds and Marinas

Service to recreational parks and campgrounds may be supplied to each establishment at one delivery point, and energy used in its offices, service buildings, area lights, water pumps, individual service outlets at campsites, and other purposes connected with its operation, will be billed through one meter in accordance with the applicable general service rate schedule.

Where a portable structure (travel trailer, camper, motor home, water craft etc.) occupies and remains at an individual campsite in a recreation park or campground under a lease arrangement for twelve (12) months or longer, the Company may, at its option, provide an individual delivery and meter the service to the structure on the individual campsite as provided for under 2. a. above. When a portable structure is set up permanently at a site and meets the requirements of a residence in XVI 1. above, energy used will be billed on a residential or general service rate schedule, whichever is applicable, in the same manner as shown in XVI 2b. above.

c. Locations other than Mobile Home Parks, Recreational Parks or Campgrounds

Service will be provided as set forth in these Service Regulations, XVI (15) Temporary Service, except that if the Customer presents satisfactory evidence of intent to remain at said location twelve (12) months or longer, service will be provided as for any structure having a permanent foundation. Energy used will be billed on a residential or general service rate schedule, whichever is applicable.

3. Residential Service to Group Facilities

Facilities designed to provide residential care or a group home in a residential structure for up to and including nine adults or children (excluding houseparent or caregiver) may be served on a residential rate schedule provided the facility is a single housekeeping unit and energy is used only by equipment which would normally be found in a residence. If the facility has a separate housekeeping unit for the caregiver, commercial cooking or laundry equipment, vending machines, or other equipment not normally found in a residence the facility will be served on a general service rate schedule.

4. Professional Offices or Business Activities in Residences

For residences involving some business, professional, or other gainful activity, a residential rate schedule will be permitted only where:

- a. the electric energy used in connection with such activity is less than 15% of the total energy use; and
- b. the electric energy is used only by equipment which would normally be used in a residence.
- c. there are no conspicuous business soliciting devices about the premises

If all of the foregoing conditions cannot be met, the entire premises shall be classified as nonresidential and an appropriate nonresidential rate schedule shall be applied.

The Customer may, at his option, provide separate circuits so that the residential uses can be metered separately and billed under a residential schedule and the other uses under a general service schedule.

For residences in which a Day Nursery is operated, a residential rate schedule will be permitted provided:

- a. The operator and the operator's family, if any, live there.
- b. The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- c. There are no conspicuous businesses soliciting devices about the premises. If all of the foregoing conditions cannot be met, then the facility will be served on a general service rate schedule.

5 Farm and Rural Service

The residential rate schedules are available for service through one meter to the Customer's personal farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial operations selling at retail, or for non-farming operations, or for the processing, preparing, or distributing of products not indigenous to that farm.

The residential farm service customer may, at his option, elect to take the entire service under one of the general service rate schedules, or he may provide separate circuits so that the residential dwelling unit, together with the usual farm uses outside the dwelling unit, can be metered and served under a residential rate schedule, and the other uses under a general service rate schedule.

6. General Service

General service rate schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall apply to the following:

- a. Customers engaging in retail trade or personal service directly with the public such as hotels, motels, boarding houses; ("Boarding House" is defined as an establishment making a business of providing rooms and/or meals to the public in much the same manner as hotels and restaurants; or which has a license for operating such an establishment. This does not include homes taking in a small number of roomers and/or boarders, where the home owner does not depend on the revenue therefrom as a principal source of income.)
- b. Hospitals, nursing homes, institutional care facilities;
- c. Office buildings, stores, shops, restaurants, service stations, and other commercial establishments;
- d. Schools, dormitories, churches, and other nonresidential customers, and other nonindustrial customers;
- e. Energy used in a multi-family residential structure (other than the individual housekeeping units), such as hall lighting, laundry facilities, recreational facilities, etc.
- f. Miscellaneous services with individual meters serving well pumps, signs, customer-owned lighting, garages, etc.

General service rate schedules continue to be available for master-metered apartments constructed prior to October 31, 1980, (or after October 31, 1980 with Commission approval) where the establishment consists of:

- a. one or more buildings, each three (3) or less stories in height, of three (3) or more individual apartment living units per building, located on contiguous premises and under single ownership, or
- b. a single building, under single ownership, four (4) or more stories in height, containing three (3) or more individual housekeeping units,

provided there is no submetering, resale, conjunctural, or sub-billing, or separate charge to tenants for electricity by the landlord, nor any form of variable rental charge based upon the electric usage by any tenant.

Notwithstanding a. above, 10% or less of the total number of living units being served through the single meter may be of two units per building, but no single-family units which may be among the buildings in the establishment can be served through the single meter. The number of buildings and apartment units to be served through a single meter may not be greater than the number for which the developer has secured a construction loan or permanent mortgage as of the date of the contract, and proof of such commitment may be required. Additional units to be built on the original premises or on an adjoining premises, must be contracted for separately and served through a separate meter and served on the applicable general service rate schedule.

Upon mutual agreement by the Customer and the Company, service will be rendered through a single meter to multiple delivery points, with the Company owning the distribution facilities between the meter and the several delivery points as set forth under the Extra Facilities section of these Service Regulations.

Service through a single meter billed on a general service schedule is available only for general building use and residential use. Any tenant who could otherwise qualify for any of the Company's rate schedules other than residential, must be served separately by the Company.

The landlord must enter into a contract with the Company for each establishment qualifying for the single meter general service rate schedule in a. or b. above, and the contract shall specify the number of buildings and the number of stories and apartment units within each building in the establishment, the total contract demand of the establishment, and the names of streets, roads, or other boundaries of the contiguous premises within which each establishment is located.

Service will normally be supplied separately to each establishment as determined by the Company.

7. Industrial Service

The industrial service rate schedule is available to customers classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric usage of such establishment is for its manufacturing processes.

8. Outdoor Lighting Service

Customer-owned outdoor lighting service may be connected to the residential, general service, or industrial service meter, or it may be separately metered. Such separately metered services shall be served on the general service schedule.

Where the Company owns and operates the lighting equipment, service will be provided under Schedule OL, FL, or NL.

9. Seasonal Service

Where the Customer's use of energy is seasonal, generally it will be to his advantage to keep his premises connected to the Company's lines throughout the year. Under certain rate schedules, the Customer may elect to contract for an annual minimum charge, rather than a monthly minimum charge, as outlined in the applicable schedules. The Company will disconnect the service for a period of inactivity upon request, but will make a disconnect charge of \$15.00 if the service has been connected less than 6 months.

10. Government and Municipal Service

The regular general service rate schedules are available for government and municipal service to facilities such as offices and schools. Schedules GL and PL are available to governmental entities for street and public area lighting. Schedule PL is closed to new installations after February 1, 2010. Schedule TS is available to governmental entities for traffic and safety signals.

11. Time of Use Service

Time of Use rates are optional and are available to residential and nonresidential customers.

12. Power Manager and PowerShare

These optional riders offer credits for contracting customers who provide a source of capacity to the Company when the Company requests interruption of service.

13. Breakdown and Standby Service

The Company does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

14. Net Metering

Net metering is available under Rider NM for installed customer generation systems and equipment that comply with the provisions outlined in the South Carolina Standard for Interconnecting Small Generation 100 kW or Less with Electric Power Systems as approved by the Public Service Commission of South Carolina.

15. Temporary Service

Temporary service for construction of buildings or other establishments which will receive permanent electric service from the Company's lines when completed will be provided under Schedule BC if single-phase service is supplied,, or on the applicable general service schedule if three-phase service is supplied.

Temporary service for construction projects which will not result in permanent electric service, and for rock crushers, asphalt plants, carnivals, fairs, and other nonpermanent installations will be provided on the General Service Schedule where the Customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing on the applicable rate schedule for the period involved, said deposit to be returned if the contract period is fulfilled.

16. Special Provisions

- a. Service to x-ray, welding and other equipment of this type may be operated by the Customer through his regular service meter when such operation will not adversely affect the quality of service to neighboring customers. For purposes of establishing the contract demand, such equipment will be rated at one kW for each 4 KVA of rated capacity.

If, however, the use of such equipment causes voltage fluctuations detrimental to the service of the Customer or other customers, the Company may set a separate transformer for the exclusive use of the Customer, and extend a separate service to the Customer's premises. This service shall be metered, and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed 30 cents per month per KVA of the separate transformer. In lieu of setting the separate transformer, the Company may require the Customer to either discontinue the operation of the equipment or install the necessary motor-generator set or other apparatus to eliminate the disturbance to other customers.

- b. Fluorescent lamps. Installation of neon, fluorescent, and/or mercury vapor lamps or tubes, or other types or combinations of gaseous discharge lamps having lower power factor characteristics, made, replaced, relocated, or rearranged after December 31, 1940, should be so equipped that the power factor of each unit or group of units shall not be less than approximately 90% lagging. When an installation has a power factor less than approximately 90% lagging, there shall be added to each monthly bill covering such installation an additional fixed charge of 35 cents for each 100 volt-amperes by which the volt-ampere rating of such installation numerically exceeds the watt rating, as obtained by test or from the manufacturers' nameplates.

- c. Selection of Rate Schedule. For certain classes of service, optional schedules are available which result in lower average prices to customers because of their usage characteristics. Since this use is under the control of the Customer, the amount of saving, if any, is also under his control and the choice of schedules, therefore, lies with him.

Upon request, investigation will be made and assistance will be given to the Customer in selecting the rate which is most favorable to his condition and to determine whether the rate under which he is being billed is the most advantageous. The Company does not guarantee that each customer will be served under the most favorable rate at all times, and will not be responsible for notifying the Customer of the most advantageous rate. Not more than one change from one optional rate to another will be made within any twelve (12) month period for any customer. In addition, when a Customer selects an optional rate with seasonal or time of use pricing, the Company reserves the right to restrict rate changes to once annually, on the anniversary date of the agreement for the optional rate. When a change is made from an optional rate to another, no refund will be made of the difference in charges under difference rates applicable to the same class of service.

- d. Extra Facilities. At the request of the Customer, the Company will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Company's standard form of contract and containing the following provisions:
- 1) Service shall be used solely by the contracting Customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.
 - 2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, off-site facilities or other equipment installed for the exclusive use of the contracting Customer, other than facilities which the Company would furnish to the Customer without cost under its standard form of contract.
 - 3) The facility to be supplied shall be Company standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Company side of the point of delivery.
 - 4) A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of the facilities, but not less than \$25, shall be billed to the Customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule. In lieu of the monthly charge above, at the Company's option, the Customer may elect to be billed under an alternative payment option to the 1.7% per month. Under such option, the payment must be renewed after each thirty (34) year period.
 - 5) The "installed cost of extra facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known. The original cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory.
 - 6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the Customer. Upon mutual agreement between the Customer and the Company, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the Company side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.
 - 7) When the extra facilities requested by the Customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the Customer's request, and the installed cost of the facilities which the Company would furnish without cost to the Customer under its standard form of contract.
 - 8) The Company shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Company's service to other customers.
 - 9) Contracts containing the Extra Facilities clause shall have a minimum original term of 5 years to continue from year to year thereafter, but the Company may require the payment of removal costs in contracts with original terms of 10 years or less, and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.
 - 10) Customers from whom the Company may be furnishing extra facilities under contracts made prior to September 1, 1962 shall be exempted from all provisions of this Extra Facilities Clause except 1) until such time as their contracts may expire, or are terminated by the Customer, or are terminated by the Company for reasons not related to the furnishing of extra facilities.
 - 11) In the event that an existing extra facility must be modified or replaced, whether or not such modification or replacement is requested by the affected extra facility Customer, then the installed cost of extra facilities on which the monthly Extra Facilities Charge is based shall be the installed cost of existing equipment, plus the installed cost of new additions, less the installed cost of equipment removed. The installed cost of existing equipment shall be the same installed cost used for said equipment immediately prior to the modification or replacement. The installed cost of new additions shall be the current market price of said new additions at the time the new additions are installed. The installed cost of equipment removed shall be the same installed cost used for said equipment immediately prior to removal.

RIDER MRM (SC)
MANUALLY READ METER RIDERAVAILABILITY (South Carolina Only)

Applicable to all residential and small general service customers who request a meter that either does not utilize radio frequency communications to transmit data, or is otherwise required to be read manually, provided that such a meter is available for use by the Company. At the Company's option, meters to be read manually may be either a smart meter with the radio frequency communication capability disabled or other non-communicating meter. The meter manufacturer and model chosen to service the customer's premise are at the discretion of the Company and are subject to change at the Company's option, at any time.

GENERAL PROVISIONS

For residential service, the customer must be served on a standard residential rate schedule.

For nonresidential service, the customer must be served on the Small General Service Schedule SGS without a demand meter, using less than 3,000 kilowatt hours per month and with an estimated demand of less than 15 kW.

This Rider is not available to customers taking service under a net metering rider.

Customers choosing this option will not be eligible for any current or future services or offerings that require the use of a smart or other communicating meter.

The Company may refuse to provide service under this Rider for any of the following conditions.

- If the customer has a history of metering tampering or unauthorized use of electricity at the current or any prior location.
- If such service creates a safety hazard to consumers or their premises, the public or the electric utility's personnel or facilities.
- If the customer does not provide the Company satisfactory access to the Customer's facilities for the purpose of obtaining meter readings or maintaining the Company's equipment.

Upon Request, the one-time Initial Set-Up Fee may be paid in six equal installments included as a part of the Customer's first six monthly electric service bills following installation of the manually read meter.

The Initial Set-Up Fee and Monthly Rate shall be waived and not apply for customers providing a notarized statement from a medical physician fully licensed by the South Carolina Board of Medical Examiners stating that the customer must avoid exposure to radio frequency emissions, to the extent possible, to protect their health. All such statements shall be retained in Company records on a secure and confidential basis. The Company will provide the customer with a medical release form, to identify general enrollment information, and a physician verification statement. At the physician's option, a comparable physician verification statement may be submitted.

RATE

Initial Set-Up Fee (one-time)	\$ 150.00
Rate per month	\$ 11.75

CONTRACT

The original term of this contract is one year. Thereafter, contract may be terminated by either party with thirty days' written notice. The Company reserves the right to terminate the Customer's contract under this Rider at any time upon notice to the Customer for violation of any of the terms or conditions of the applicable schedule or this Rider. If within the first year, the Customer wishes to discontinue service under this Rider, the customer will pay a \$50.00 service charge.

**SCHEDULE RS (SC)
RESIDENTIAL SERVICE****AVAILABILITY (South Carolina Only)**

Available only to residential customers in residences, condominiums, manufactured homes, or individually-metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking, and sanitation.

Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H. P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE:

I.	Basic Facilities Charge per month	\$11.96
II.	Energy Charges	
	For the first 1000 kWh used per month, per kWh	10.6807 ¢
	For all over 1000 kWh used per month, per kWh	11.3710 ¢

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 67	EDIT-1 Rider

ADJUSTMENTS FOR FUEL, VARIABLE ENVIRONMENTAL, AVOIDED CAPACITY AND DISTRIBUTED ENERGY RESOURCE PROGRAM COSTS

The cost of fuel, the variable environmental cost, avoided capacity cost of the Public Utilities Regulatory Policies Act of 1978 ("PURPA") purchased power, and Distributed Energy Resource Program ("DERP") cost is incorporated as a part of, and will apply to all service supplied under, this Schedule. Additionally, the Distributed Energy Resource Program Fixed Monthly Leaf 50 C charge shall be added to the monthly bill for each agreement for service under this schedule as outlined on Leaf 50 C.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.